

United Website, Registration No. TXu 1-223-940 (collectively, the “Veterans United Registered Copyrights”).

3. With knowledge of the Veterans United Registered Copyrights, and without Veterans United’s authorization, Flagship Financial has published and continues to publish the Infringing Website which copies several copyrighted textual and visual components of the Veterans United Website. These acts constitute willful infringement of the Veterans United Registered Copyrights.

4. As a result of Flagship Financial’s ongoing willful infringement of the Veterans United Registered Copyrights, Veterans United has suffered, is suffering, and, unless Flagship Financial’s unlawful acts are enjoined by the Court, will continue to suffer immediate and irreparable injury to its business, reputation, and goodwill for which there is no adequate remedy at law. Veterans United therefore is entitled to injunctive relief and damages as set forth herein.

PARTIES

1. Veterans United is a Missouri limited liability company with its principal place of business at 1400 Veterans United Drive, Columbia, Missouri, 65203.

2. On information and belief, Flagship Financial is a Utah limited liability company with its principal place of business at 3130 West Maple Loop Drive, Suite 200, Lehi, Utah, 84043. Flagship Financial was formerly National Equity Investments, LLC.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this copyright infringement action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

4. Flagship Financial is subject to this Court’s specific and general personal jurisdiction pursuant to principles of due process and/or the Kansas long-arm statute, Kan. Stat. Ann. § 60-308, because the acts of infringement identified herein occurred in this District and the

State of Kansas and caused injury to Veterans United in this District and the State of Kansas, and because Flagship Financial regularly conducts business and enters into contracts in this District and the State of Kansas. Flagship Financial's contacts with this District and the State of Kansas include publishing the Infringing Website, which provides advertisements and information regarding Flagship Financial's services to consumers in this District and the State of Kansas. Flagship Financial's contacts also include registering as a foreign limited liability company and maintaining a statutory agent for service of process in the State of Kansas.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) and 28 U.S.C. § 1400(a) because a substantial part of the events or omissions giving rise to Veterans United's claims occurred in this District and because Flagship Financial regularly conducts business in this District and is subject to personal jurisdiction in this District.

BACKGROUND FACTS

Veterans United and its Copyrighted Website

6. Veterans United was founded in 2002 and is a leading provider of home mortgage loans to active duty and veteran members of the United States Armed Forces under the United States Department of Veterans Affairs' ("VA") Home Loan Guaranty Program. Since its founding, Veterans United has provided tens of billions of dollars in VA-guaranteed home mortgage loans to active duty and veteran service members and has achieved a national reputation as a leader in the VA home loan industry.

7. Veterans United offers its services through, among other resources, the Veterans United Website.

8. Veterans United is the owner of a federally-registered copyright in the text of the Veterans United Website, Registration No. TXu 1-963-577, issued by the United States

Copyright Office on October 28, 2015. A true and correct copy of the Certificate of Registration for this copyright is attached as **Exhibit A**.

9. Veterans United also is the owner of a federally-registered copyright in the 2-D artwork and photography used on the Veterans United Website, Registration No. TXu 1-223-940, issued by the United States Copyright Office on October 28, 2015. A true and correct copy of the Certificate of Registration for this copyright is attached as **Exhibit B**.

10. As reflected in the Certificates of Registration attached as Exhibits A and B, the copyrighted Veterans United Website was created in 2014 for Veterans United as an original work of authorship made for hire. Veterans United therefore owns all exclusive rights comprised in the Veterans United Registered Copyrights.

11. Every page of the Veterans United Website is marked with a valid copyright notice.

12. Since the creation of the Veterans United Website in 2014, Veterans United has used and disseminated the Veterans United Website in commerce in Kansas and throughout the United States to reflect and promote its status as a valuable and unique financial resource for thousands of active duty and veteran service member homebuyers and their families.

13. Veterans United has invested substantial amounts of time, effort, and resources to develop, publish, and promote the Veterans United Website. As a result of those efforts, Veterans United has established significant goodwill in and public recognition of the Veterans United Website, which has become well-known in the VA home loan industry and to the general public.

Flagship Financial and its Infringing Website

14. On information and belief, Flagship Financial also provides VA-guaranteed home mortgage loans to active duty and veteran service members. Flagship Financial conducts business throughout the United States, including in this District and the State of Kansas.

15. Flagship Financial first published the Infringing Website long after Veterans United's creation and publishing of the Veterans United Website.

16. The Infringing Website copies several copyrighted visual components of the Veterans United Website.

17. For example, the Infringing Website's header contains descending horizontal bands of black, dark blue, and white that are nearly identical to those used on the Veterans United Website. Both websites' headers contain a black horizontal band at the top of the header containing required legal disclosures, a dark blue horizontal band immediately below that with a toll-free phone number and a green button for requesting quotes, and a white horizontal band immediately below that with each company's logo on the left and links to specific website sections (all in the same light blue font) on the right. A true and correct copy of excerpts from both websites, which serves as a representative sample of these similarities, is attached as **Exhibit C**.

18. In addition, as indicated on the attached Exhibit C, the Infringing Website contains a "Reviews" page that copies several copyrighted visual components of the Veterans United Website's "Reviews" page. For example, the Infringing Website's "Reviews" page contains a bold horizontal yellow line that is identical to the bold horizontal yellow line on the Veterans United Website's "Reviews" page. In addition, the Infringing Website's "Reviews" page lists homeowner reviews immediately below the bold horizontal yellow line in exactly the

same manner as the Veterans United Website's "Reviews" page. In fact, the Infringing Website's "Reviews" page lists homeowner reviews using fonts, colors, and five-star review artwork that are identical to those used on the Veterans United Website's "Reviews" page.

19. The Infringing Website also copies several copyrighted textual components of the Veterans United Website.

20. For example, as indicated on the attached Exhibit C, the Infringing Website, like the Veterans United Website, contains links titled "VA Home Loans" and "VA Refinancing" on the white horizontal band on its header. The text of these links (in addition to their color and font, as stated above) is copied exactly from the Veterans United Website.

21. In addition, the Infringing Website, like the Veterans United Website, contains a page titled "Social Hub" that contains links to various social networking platforms. A true and correct copy of excerpts from both websites, reflecting the similarity between the websites' respective "Social Hub" pages, is attached as **Exhibit D**.

22. Flagship Financial's copying of these textual and visual components of the Veterans United Website for use on the Infringing Website is without license or other authorization from Veterans United.

23. With knowledge of the Veterans United Registered Copyrights, Flagship Financial has knowingly and willfully misappropriated and continues to misappropriate Veterans United's copyrighted material in interstate commerce to attract and retain customers through its Infringing Website.

24. Flagship Financial has made available and promoted, and continues to make available and promote, the Infringing Website to countless users in this District and throughout

the United States. As a result, Flagship Financial has gained and continues to gain customers, profits, and other benefits unlawfully and to the detriment of Veterans United.

25. Flagship Financial's infringement of the Veterans United Registered Copyrights diminishes the value of Veterans United's significant goodwill in the Veterans United Website, which Veterans United achieved through the investment of substantial amounts of time, effort, and resources.

COUNT I
(Copyright Infringement)

26. Veterans United re-alleges and incorporates herein by reference all preceding paragraphs as if fully set forth herein.

27. Veterans United is the owner of the Veterans United Registered Copyrights covering the text, 2-D artwork, and photography used on the Veterans United Website.

28. Veterans United has complied in all respects with the requirements of the Copyright Act and has secured all exclusive rights and privileges in and to the Veterans United Registered Copyrights.

29. Flagship Financial has infringed and continues to infringe the Veterans United Registered Copyrights willfully and in conscious disregard of Veterans United's exclusive rights as owner of the Veterans United Registered Copyrights.

30. Flagship Financial's conduct, as described herein, violates Veterans United's exclusive rights as owner of the Veterans United Registered Copyrights, including without limitation Veterans United's rights under 17 U.S.C. § 106.

31. As a direct and proximate result of Flagship Financial's willful infringement, Veterans United has suffered and continues to suffer significant injury to its business, reputation, and goodwill. Flagship Financial also has realized and continues to realize profits and other

benefits rightly belonging to Veterans United. Veterans United therefore is entitled to an award of damages and Flagship Financial's profits attributable to the infringement pursuant to 17 U.S.C. § 504, in an amount to be proven at trial.

32. Alternatively, Veterans United is entitled to the maximum statutory damages allowable pursuant to 17 U.S.C. § 504 for Flagship Financial's willful infringement.

33. As a direct and proximate result of Flagship Financial's ongoing willful infringement of the Veterans United Registered Copyrights, Veterans United has suffered, is suffering, and, unless Flagship Financial's unlawful acts are enjoined by the Court, will continue to suffer immediate and irreparable injury to its business, reputation, and goodwill for which there is no adequate remedy at law. Veterans United therefore is entitled to injunctive relief pursuant to 17 U.S.C. § 502.

PRAYER FOR RELIEF

WHEREFORE, Veterans United respectfully prays for a judgment against Flagship Financial as follows:

(a) A judgment that Flagship Financial has infringed the Veterans United Registered Copyrights;

(b) A preliminary and permanent injunction pursuant to 17 U.S.C. § 502 restraining Flagship Financial, its officers, directors, principals, employees, agents, attorneys, representatives, affiliates, and all persons in active concert or participation with one or more of them, from further infringement of the Veterans United Registered Copyrights;

(c) An award of all monetary damages to which Veterans United is entitled pursuant to 17 U.S.C. § 504, including Flagship Financial's profits and Veterans United's damages attributable to Flagship Financial's infringement, and an order requiring a full accounting of the

same; or, alternatively and at Veterans United's election, the maximum statutory damages allowed by law;

(d) An award of Veterans United's costs and reasonable attorney fees and disbursements incurred in bringing and prosecuting this action pursuant to 17 U.S.C. § 505;

(e) An assessment of interest, both pre- and post-judgment, on the damages awarded; and

(f) Any such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Veterans United hereby demands a jury trial on all issues so triable.

Date: April 19, 2016

Respectfully submitted,

LATHROP & GAGE LLP

By: /s/ R. Cameron Garrison
R. Cameron Garrison (KS #21128)
cgarrison@lathropgage.com
2345 Grand Boulevard, Suite 2800
Kansas City, MO 64108-2612
Tel: (816) 292-2000
Fax: (816) 292-2001

*Attorneys for Plaintiff
Mortgage Research Center, LLC
(d/b/a Veterans United and Veterans
United Home Loans)*